

## Terms and Conditions of the Website

### Identification

Welcome to ERP Portugal website (the “Site”), operated by a company incorporated under the Laws of Portugal. ERP Portugal is a waste compliance scheme for Waste of Electrical and Electronic Equipment and Waste of Batteries and Accumulators.

#### Registered and contact address:

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### Terms of Use

Any use by you of the Website is conditional upon your acceptance of these terms and conditions of use (“Terms”). We reserve the right to amend these Terms from time to time without notice and at our discretion. It is your responsibility periodically to review this page for updates to these Terms, which shall come into effect once posted. Your continued use of the Site will be deemed confirmation that you have read, understood and accepted these Terms.

All references to “our”, “us”, “we” or “ERP” within these Terms are deemed to refer to ERP Portugal.

#### 1. Privacy

Your rights to privacy together with the security of your data are some of our top priorities. You will find in our [Privacy Policy](#) information about how we manage personal data.

#### 2. Cookies

To make this website works properly, we sometimes place small data files called cookies on your device. Most websites do this too. To know more about our cookies, please refer to our [Cookie Policy](#).

#### 3. Intellectual property rights and confidentiality

In respect of laws on intellectual property, this website and its content (trademarks, drawings, pictures, texts service marks, patents, copyrights, database rights, etc) is our exclusive property or of third parties from which we have obtained a right of use. The online user is not allowed to reproduce, copy, disseminate or use them in any other way without our prior written consent. You may view this website and print hard copies of material on it solely for your lawful, non-commercial use. Any data our business partners enter within any login section in application of a signed agreement is subject to the confidentiality terms contained in such Agreement. If you choose, or you are provided with, a user identification code, password or other information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party.

#### 4. Acceptable use policy

You will not use this website or any of its facilities and/or services for any illegal or unlawful purpose or for any purpose that is prohibited by these Terms. You will not use this website in any manner which could damage, disable, overburden or impair this Site, the facilities and/or services that are available on it or interfere with any other party’s use of this website, its facilities and/or services. No website may be linked to this website or its pages without our prior written consent.

Whenever you make use of a feature that allows you to upload material to our website, or to make contact with other users of our website, you warrant that any such contribution does comply with the acceptable use policy. You may not use this website to publish or post any offensive, indecent, pornographic, defamatory, libelous or objectionable material.

You must not misuse our website by knowingly introducing viruses or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to our website, the server on which our website is stored, or any server, computer or database connected to our website. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them.

We have the right to block the access or to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms. All other rights are reserved.

## **5. Liabilities**

This website is available without any representations or warranties of any kind, either express or implied to the fullest extent permitted by applicable law. All use by you of the website is at your own risk. You assume complete responsibility for, and for all risk or loss resulting from your use of the website. You agree that we will not be liable for damages arising out of your use or your inability to use the website, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material, and you hereby waive any and all claims with respect thereto, whether based on contract, tort or other grounds.

We reserve the right to withdraw or amend the service we provide on our website without notice. We will not be liable if for any reason our website is unavailable at any time or for any period.

Commentary and other materials posted on our website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our website, or by anyone who may be informed of any of its contents. We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our website. We have the right to remove any material or posting you make on our website if, in our opinion, such material does not comply with the content standards set out in our acceptable use policy.

You acknowledge and agree that we have no responsibility for the information provided by third party websites to which you may link from this website ("Linked Sites"). Links to Linked Sites do not constitute an endorsement by or association with us of such sites or the content, products, advertising or other materials presented on such sites.

## **6. Governing Law**

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) and any matter relating to this website, shall be governed by the laws of Portugal and you and ERP each submit to the exclusive jurisdiction of the courts of Portugal.

## **7. Contact**

Website Director of Publication:  
ERP Portugal

For any comment or suggestion regarding the website of ERP, please contact:  
info@erp-portugal.pt